

**NEW REQUEST FOR PROPOSAL
NOTICE TO FIRMS
FASHION INSTITUTE OF TECHNOLOGY
&
F.I.T. STUDENT HOUSING CORPORATION
Campus-Wide Security Guard Services**

RFP #C1494

Sealed proposals which must include the entire package for the above work located on the FIT campus will be received by:

FIT Purchasing Department Office located at 333 Seventh Avenue, 16th Floor, New York, NY 10001 (Tel: 212-217-3632)

Each proposal must include four (4) complete hard copies of your proposal and a digital copy on a flash drive and identified, on the outside of the envelope, with the name and address of the firm and designated as proposal for the project titled above. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside:

“PROPOSAL FOR CAMPUS-WIDE SECURITY GUARD SERVICES TO BE OPENED ONLY BY AUTHORIZED OFFICIAL” and “ATTENTION: *Walter Winter*, PURCHASING OFFICE”

The Fashion Institute of Technology will not be responsible for improper delivery of proposals that do not comply with these instructions. Late proposals will be returned unopened.

Only those proposals received at FIT Purchasing Office on or before 1:00 PM on *March 25, 2022* will be considered.

REQUEST FOR PROPOSAL
Campus-Wide Security Guard Services
RFP # C1494

SECTION ONE - PROPOSAL TERMS AND CONDITIONS

I. SCHEDULE

RFP Release Date	January 20, 2022
Pre-Site Inspection(mandatory)	February 3, 2022 @ 10:00AM

Written questions may be submitted to the Purchasing Office via email to: Purchasingbids@fitnyc.edu. Answers will be provided to all firms in a timely manner.

Last day for receipt of written questions	February 18, 2022 on or before 1:00PM
Proposal Due Date	March 25, 2022 on or before 1:00 PM
*Presentations/Interviews	Week of April 23, 2022
Selection of Vendor	Week of May 23, 2022
Commencement of Contract	July 1, 2022

**The College reserves the option to select a vendor based on proposals. Presentations may, or may not, be scheduled.*

The Terms as contained in Section V of this RFP together with the Terms and Conditions and Campus-wide Security Guard Services Contract attached hereto shall be incorporated into a final agreement (the "Contract") that shall be delivered by FIT to the successful Contractor to provide unarmed campus-wide security guard services at the college. For the purposes of this RFP, the Fashion Institute of Technology and its auxiliary dormitory organization, the F.I.T. Student Housing Corporation, shall hereinafter be collectively referred to as "FIT" unless otherwise distinguished herein.

Under no circumstances will FIT be liable for any costs incurred by Firms in preparation and/or production of a Proposal or for any work performed prior to FIT's written authorization to proceed on Contract.

II. INTRODUCTION

A. The Fashion Institute of Technology ("FIT" or "College"), a community college of art and design, business and technology of the State University of New York, currently has an enrollment of approximately 9,000 full and part-time students. Located in the Chelsea area of Manhattan, FIT's facilities are composed of a twelve building complex containing administrative/academic offices, classrooms, computer labs, and studios. There are three (3) residence halls located on West 27th Street that currently house approximately

1,250 students and one (1) residence hall located at 406 West 31st Street that houses approximately 1,100 students. The campus also includes the Gladys Marcus Library and The Museum at FIT.

- B. FIT extends an invitation to submit proposals for uniformed unarmed campus-wide security guards and related services. Services will include, but not limited to, recruiting, screening, training, compensating, outfitting, supervising and disciplining the security guards (officers) provided to the college. The successful Contractor will also be expected to manage, augment and adjust their staffing accordingly for events, fire watch, and emergency situations as they arise. Officers provide assistance, directions, answer questions, oversee access control, emergency response, conduct interviews and author incident reports, but most importantly, provide safety to all campus constituents.
- C. The Contractor shall provide a sufficient presence to maintain the safety of College staff, students, and visitors and shall provide protection of the residence halls, academic, and administrative buildings, College grounds, and personal property in the service area and support other functions such as access control, issuance of campus identification cards, shuttle service and other functions. Contractors are requested to use their professional judgment in proposing a security organization and level of effort to satisfy these requirements.
- D. FIT's Department of Public Safety provides management through a Director of Public Safety and a Deputy Director of Public Safety that will provide services to the College.
- E. We are particularly interested in Contractor's experience in leveraging technology, access control systems, communication services and post inspections.

III. PROPOSAL REQUIREMENTS

- A. Proposals shall meet the following requirements and furnish all necessary information with the Proposal. Submit four (4) complete hard copies of the Proposal. In addition, one (1) electronic version on a flash drive in Adobe PDF format will be submitted with proposal.

Failure to comply with these requirements shall be grounds for rejection of your Proposal. FIT reserves the right to determine that a Firm has substantially met all the requirements of the RFP and/or ask for additional information. Those items for which Firms have or assert proprietary rights, or which must remain confidential per the terms of any prior contract, shall be clearly indicated. Submission of Proposal shall be deemed to grant FIT the right to utilize submissions in any way, with or without prior notice. Absent affirmative assertion, the College reserves such right to use.

Additionally, all proposals submitted in response to this RFP will become the property of FIT and a matter of public record. You must identify, in writing, all copyrighted materials, trade secrets, or other proprietary information that it claims is exempt from disclosure. If you are claiming such an exemption, you must also state in your proposal that you agree to hold harmless, indemnify and defend FIT and its agents, officials and employees in any action or claim brought against FIT for its refusal to disclose such materials, trade secrets or other proprietary information to any party making a request thereof. If you fail to include such a statement shall be deemed to have waived its right to exemption from disclosure

Proposals shall be submitted on or before 1:00 PM March 25, 2022, to:

**FASHION INSTITUTE OF TECHNOLOGY
PURCHASING OFFICE
333 SEVENTH AVENUE, 16TH FLOOR
NEW YORK, NY 10001**

Envelopes should clearly be marked:

**Campus-Wide Security Guard Services
Attention: Purchasing Office
Request for Proposal C1494
Proposal Due Date and Time:
March 25, 2022 on or before 1:00 PM.**

- B. A **mandatory** campus visit will be held on **February 3, 2022 at 10:00 AM** Sharp at 227 West 27 St, between 7 & 8 Aves, Feldman Lobby, New York, NY 10001. Questions must be sent in writing to the attention of the Purchasing Department via email to: Purchasingbids@fitnyc.edu no later than **February 18, 2022, 1:00 PM**, Answers will be provided in writing in a timely manner.
- C. Firm shall provide a comprehensive and complete proposal with individual sections. Each section shall be tabbed and organized in the sections detailed below. Each section shall contain, at a minimum, the information described below.

IV. COMPANY PROFILE

- A. Brief history of your company's experience with providing security guard services to

colleges/universities or multi-building facilities accessible to the public, especially on the same size and scope of FIT, including company's revenue levels, number of current accounts, years in business and number and make-up of staff;

- B. Company shall submit documentation of financial viability, including balance sheet and loss statement for the prior three (3) years and audited financial statements for the past two (2) fiscal years by an independent certified public accountant are preferred;
- C. List of current references, which shall include the name of the college or other organization's contact person and phone number. References shall be for work of this size and scope performed within the last three years in the NY/NJ/CT metro area;
- D. List of former references where your company's services have been terminated (either by your company or by the client) within the past three (3) years, including the name of the college or other organization's contact person and phone number;
- E. Location of Company's office(s) in the New York metropolitan area;
- F. Bid Security, Performance and Payment Bonds are **NOT** required for this Contract.

V. TECHNICAL PROPOSAL

- A. Provide a Management Profile that includes the following:
 - 1. Organizational chart or short profile of your company's management structure, from immediate site management through district, regional and corporate oversight;
 - 2. A plan for administrative management and supervision of staffing required to carry out the services under this RFP;
 - 3. Resumes of key employees who will be responsible for the management of this Contract. Employees shall have specialized experience with providing security guard services to colleges/universities. Resumes should include education, experience, specific professional accomplishments and any special qualifications.
- B. Contractor shall describe how it compensates and communicates to client when unscheduled employee absences occur due to illness, family emergency, etc.
- C. Contractor shall describe its ability to provide security services to the College in the event of, including but not limited to, emergency services and a natural disaster, which causes widespread property destruction, utility outages, etc. to the NYC metro area.
- D. Contractor shall describe the background checks and training that will be provided to the security force employees assigned to the College. Contractor shall comply with Security

Guard Act.

- E. Contractor shall describe its company policy pertaining to uniform allowances or stipends provided to security force employees for the acquisition and maintenance of their uniforms. Describe the equipment that is provided to security force employees as “standard issue”.
- F. Contractor shall describe a typical transition plan to be used for a change of provider for security guard and related service.
- G. Contractor shall describe its ability to adhere to standing orders and post orders specific to operational conditions at the College.
- H. Contractor shall provide a sample of a structured performance scorecard encompassing elements of quality, customer service and cost to ensure how client and Contractor can consistently track and measure program’s performance.
- I. Contractor shall describe its commitment to customer satisfaction. Contractor shall provide its program to measure, track, and continuously improve customer satisfaction and complaints.
- J. Contractor shall describe its methods and approach for assuring high quality officers, minimizing turnover, and compensating officers.
- K. Contractor shall provide any additional, relevant information about its company or security force employees not previously discussed.
- L. Contractor shall describe its payroll system with an emphasis on the methods/procedures used to ensure that the hours billed are the hours actually worked for the customer.
- M. Contractor shall describe its payroll, hourly rates, time reporting and billing processes to support this account. Provide detailed weekly payroll of all guards, shifts and total hours worked for the period inclusive of overtime hours worked as reported by Contractor’s attendance reporting system installed at the College’s site. Submit invoices monthly to the Director of Public Safety or assigned designee summarizing the monthly payroll details for payment. Quarterly, provide a summary report of head counts, all regular and overtime hours worked and billed with breakdown by guard classification and training activities.
- N. Contractor shall describe its personnel reports that it can supply to FIT, including but not limited to a monthly list of officers assigned to FIT; attendance reports; and copies of performance evaluations and disciplinary actions.

- O. Currently, FIT requires about one-hundred and thirty (130) staff officers for campus-wide security guard services. FIT may require fewer or more officers as need arise. For evaluation purposes vendor to base costs on 130 staff officers.
- P. FIT is exempt from payment of any federal, state, and local sales and use taxes. Do not include these taxes in your proposal.
- Q. Sign your proposal. Your proposal must be completed in the legal name of your company and must be signed by an authorized person.
- R. Seal your proposal. The sealed envelope must clearly state: (i) your company's name and address, (ii) the title of this RFP, and (iii) the date and time the proposal is due.
- S. FIT reserves the right to award a contract on the basis of Proposer's submitted proposal without further discussion. Proposer's ideas or concepts included in the Proposal are solely intended for implementation into a contract.
- T. By signing and submitting your Proposal, Proposer affirms that it has read this RFP, including but not limited to the Contract, accepts its terms and is able and willing to sign the Contract if Proposer's proposal is accepted, subject only to any changes negotiated and agreed to by both parties. The issuance of a letter of intent to award or similar document does not require or commit FIT to enter into a contract until all terms and conditions are negotiated and acceptable to FIT. In the event of any inconsistencies between the Proposal and the RFP, the language of the RFP will prevail unless there is a written agreement to accept the Proposal's terms.

VI. FINANCIAL PROPOSAL

- A. This section shall include the Contractor's proposed bill rates for security guards assigned to the College. Bill rates shall include direct labor, payroll taxes, holidays, vacation, sick, health and welfare, pension, mark-up, union contract obligations etc. FIT shall not be responsible for any costs incurred by the Contractor that are not included in this response.
- B. Contractor shall provide hourly bill rates for straight-time, overtime, and/or holiday time. If holiday bill rates are proposed, Contractor shall provide an explanation of its definition of "holiday" bill rate and what time frames such rates would apply to and to which services. If overtime or holiday bill rates are not proposed, there will be a presumption that they shall not apply and that services will be billed at straight time only.
- C. Percentage mark-up shall include and cover Contractor's profit and any and all of the Contractor's direct and indirect costs, including but not limited to, insurance, supplies, uniforms, management, licenses, certifications, training services, compliance monitoring/reporting, workforce development, union contract obligations, on-site management and any additional staffing Contractor chooses to provide.
- D. FIT reserves the right to request additional Contractor Personnel for any additional post(s) created during the Term of the Contract, or to reduce or eliminate the amount of

Contractor Personnel at any post(s) during the Term of the Contract.

- E. FIT will entertain alternate pricing options which offer economic advantages not necessarily provided in Exhibit B.
- F. This contract is subject to New York State Labor Law 220, Article 9 Prevailing Wage Schedules. The Contractor shall submit with each invoice, certified payrolls for all labor. Submission of a Certified Payroll with invoice in full compliance with labor laws is a condition of payment. Contractor and its subcontractors shall pay at least the prevailing wage rate. A copy of the prevailing wage schedule, for New York County, can be found on the New York State Department of Labor website. (PRC# 2022900051 - Campus Wide Security) attached, Exhibit D.

www.labor.ny.gov

- G. The successful Contractor must comply with all applicable federal, state, and local laws, rules, regulations, requirements, and codes, including but not limited to, the statues regulations, laws, rules and requirements specifically referenced in the Contract Documents annexed hereto.
- H. Performance will be formally evaluated and reviewed quarterly, or as required, with a portion of the Contractor's annual profit "At-Risk", on the outcome of this performance review. The details behind this calculation and the Key Performance Indicators (KPIs) that will be used are provided in Appendix A.
- I. The successful Contractor is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from any RFP award.

Added Value:

- A. Contractors are encouraged to present additional added value incentives (e.g. customized pricing, sales volume rebates; special terms for prompt pay, electronic invoicing/payment, etc.) to the benefit of FIT. Specific details and added value financial incentive models are left to the imagination and innovation of the responding Contractor, or any other services/solutions not listed or specified in this RFP.

Exceptions:

- A. Contractor shall describe any exceptions or proposed modifications to the requirements and/or the terms and conditions of this Request for Proposals or the Statement of Work. Any exception/modification proposed by Contractor that does not conform to FIT's requirements will be grounds for rejection.

VII. SCOPE OF SERVICES

The primary responsibility of uniformed unarmed security guards assigned to FIT shall be, through assigned duty stations or foot patrol, to deter crime, to control campus and building access, to respond to calls for service or emergencies, protect and safeguard FIT property and personnel, drive FIT vehicles with FIT passengers, and to provide other public safety and security services, as appropriate and at all times in full compliance with the applicable FIT, and FIT's Public Safety, policies and procedures.

A. Levels of Guard Service

The Contractor, shall, upon the request of FIT, be required to furnish unarmed uniformed guards from three different levels. The following are the levels required:

1. Guard-Level 1
2. Guard-Level 2
3. Lead Officer-Level 3

B. Qualifications for Levels 1-3

Shall be in compliance with the Security Guard Act of 1992 for unarmed security personnel.

Guard-Level 1

1. A minimum of six months' experience as a security guard with a good service record.
2. Minimum of 18 years of age.
3. Shall be a high school graduate or possess a General Equivalency diploma.
4. Shall be able to speak, read, and write English with competency (to communicate with students, staff, and visitors, and to prepare incident reports).
5. Shall be able to perform duties as a security guard with a current (within one year) satisfactory pre-employment medical exam. This record shall include a urine drug screen test performed by a licensed testing laboratory. Note that New York law still prohibits use or possession of marijuana, or marijuana products or accessories, on any SUNY premises.
6. Shall have NYC Fire Guard Certification and shall be in compliance with NYFD requirements.
7. Shall be certified in First Aid and CPR (including defibrillator).
8. Successful Contractor shall have a personnel folder on file with the College containing

the following upon commencement of services:

- a. Name and Address.
 - b. Date of birth.
 - c. Social Security Number.
 - d. Photograph (from photo ID card).
 - e. Birth certificate, Alien Registration Form 19, and high school diploma or GED.
 - f. NYS criminal check and FBI fingerprint check.
 - g. Record of basic training as required by the NYS Security Guard Act of 1992 and 16 hours of site specific, 16 hours of basic training and annual in-service refresher training.
 - h. Medical exam certificate.
 - i. A valid New York State security guard license.
 - j. NYC Fire Guard Certification (FO3).
9. Background Investigation- clearance must be complete before the FIT interview.
- a. FBI fingerprint check and NYS criminal check.
 - b. Seven-year prior employers check.
 - c. Neighbors check by an investigator.
 - d. Credit check.
 - e. Personal references check.
 - f. Driver's license check.
10. Testing Requirements
- a. Clinical drug test.
 - b. Medical examination.
 - c. MMPI and fitness-for-duty Psychological tests.
11. Training
- a. Sixteen (16) hours of site-specific training.
 - b. Annual in-service refresher training.
 - c. Annual Red Cross First Aid and CPR training.

Guard-Level 2

All qualifications of Level 1 plus:

- a. Experience:
 - i. Three years as a security guard at FIT in good standing.

Lead Officer-Level 3

All qualifications of Level 2 plus:

- b. Supervision:
 - i. Minimum of six (6) months of security dispatching experience Performance shall be as an officer in good standing.

VIII. CONTRACTOR'S RESPONSIBILITIES

1. Security guards, supervisors, management, and other personnel associated with the Contractor shall adhere to FIT policies regarding personal behavior. Failure to do so may be grounds for FIT to require that the Contractor immediately remove and/or dismiss the employee from this contract and provide a qualified replacement. Note that FIT considers its security service personnel as "essential" and may be called in during times the college is otherwise closed due to unforeseen circumstances
2. Security guards, supervisors, management, and other personnel associated with the Contractor must show either proof of vaccination or a negative Covid-19 test in order to work or gain access to the campus. If weekly test results are not provided, unvaccinated personnel will not be permitted access to the campus.
3. All workers, supervisors, management, and other personnel hired by the Contractor must successfully complete a background check (including criminal, educational, and employment checks) and sex offender registry check as a condition of employment, which shall be paid for by the Contractor and not passed on to FIT through any component of the contracted cost.
4. Provide a designated site manager to initiate daily weekday contact with FIT senior managers and meet on a weekly basis with these managers to discuss the services provided. In addition, the Contractor's Senior Management must be available to meet with the College's representatives on demand for serious conditions and at regular intervals for routine matters, but no less frequently than monthly.
5. Provision of resumes for FIT's review when a vacancy occurs within key employees responsible for the management of this Contract. FIT reserves the right to review resumes, interview, reject or approve the placement of key employees responsible for management of this Contract.
6. Provision of labor relations management that seeks successfully resolve grievances.

7. Have specific expertise in the management of emergency services and preparedness procedures.

The Contractor will also supply the following:

A. Drug Screening

- a. Provisions shall be made for drug screening of all employees and the Contractor shall provide certification that all employees assigned to FIT are drug free prior to their assignment. Drug screening may be required at any time while the employee is employed by the Contractor and assigned to FIT. Additional annual unscheduled drug screening during the contract period shall be performed by the Contractor at his/her cost, at the request of the College upon reasonable suspicion that the Contractor's employee is acting under the influence of intoxicants. Contractor must provide drug screening results within two (2) business days.

B. Training

- a. All employee training shall be provided by the Contractor and shall be in accordance with all federal, state and local guidelines, and specialized training as required by the College. FIT shall not be billed for training.
- b. Contractor shall allow FIT officials to observe all training as required.
- c. As per the Security Guard Act, each individual working in New York State must undergo an 8-Hour Pre-Certification course before a Security Guard license as issued by the State.

Additionally, Contractor must provide a mandated Eight Hour Annual In-Service Training course for Security Guards. This training must be comprised of a minimum of eight (8) hours of classroom instruction.

Additionally, there is site-specific training which covers many of the security situations occurring at the College. This training shall be provided with the assistance of the Director of Security at the College or designee. Examples include Customer Relations, Active Shooter, Bomb Threats, and Conflict Resolution.

C. Appearance and Standard Equipment

1. Uniform:
 - ii. Contractor shall provide distinctive and appropriate guard uniforms at their cost in keeping with weather conditions and seasons and to insure that the guards are neat and clean in appearance at all times.
 - iii. Standard uniform shall include outdoor jacket, indoor jacket, gloves, uniform hat to be worn outdoors, tie, shirt, pants, black socks, black uniform boots, and belt.
 - iv. Each guard shall wear identifying shoulder patches, the Contractor's badge

over the left coat pocket as well as the employee's nametag over the right hand pocket in order to identify that person as a security guard. The required photo ID card must also be displayed.

2. Standard Equipment:

The following equipment shall be required for each guard and shall be provided by the Contractor at their cost:

- a. Flashlight holder
- b. Memo Book Binder
- c. Foul weather gear-rain gear, winter coat, commando sweater, winter hat, black winter gloves, reflective traffic vests, badges and name tags

When required, the College shall provide the following equipment to the Contractor:

- a. Building keys (where applicable).
- b. Logbook (logbook with entries remain the property of the College).
- c. Flashlight.
- d. Two-way radio.
- e. Memo book

D. Miscellaneous Requirements

1. Restrictions:

- a. Guards shall not smoke or chew gum in uniform.
- b. Guards shall not wear or display uniform apparel while off duty or to and from work.
- c. Guards shall not make personal phone calls without authorization.
- d. Guards shall not fraternize with members of the FIT community, including but not limited to, students, faculty, staff, contractors and vendors nor shall they congregate on campus property.
- e. Guards shall not bring weapons of any type onto the College campus, including but not limited to the following: firearms, knives, billy clubs, nightsticks, blackjacks, gas discharge guns or containers.
- f. Guards shall not bring onto the College campus or carry any non-issued items.

- g. Guards shall not carry, consume or be under the influence of any alcoholic beverage while on duty or within eight (8) hours of the start of their tour.
- h. Guards shall not be under the influence of, carry or ingest controlled substance as defined in the Penal Law of the State of New York while on duty, except as prescribed by a physician, and then only if the guard's performance of his duties will not be impaired in way.

2. General:

- a. The Contractor shall be responsible for the guards' negligence.
- b. The Contractor agrees that the resulting contract may not be assigned, transferred, or conveyed, or the work subcontracted without prior consent of FIT.
- c. FIT will not be liable for any expenses incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- d. This is a full service contract. Full service shall mean that the Contractor's proposal price includes, but is not necessarily limited to: all labor, all material and equipment costs, all emergency work, all administrative, reporting, or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, and insurance. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, are deemed to be included herein.
- e. Security personnel shall have a valid Driver's License from the State of New York, New Jersey or Connecticut. Waivers can be granted at the discretion of FIT.

E. Service Requirements

1. Guard Interviews/Applications:

- a. FIT reserves the right to interview and approve each proposed guard. Contractor to provide a minimum of three (3) candidates for each opening for FIT review within five (5) business days of notice of vacancy.
- b. Upon commencement of services Contractor shall furnish a copy of each guard's application together with NYS security guard license and Contractor's verification that such guard meets the requirements of the contract to the College's Director of Security or designee. Any security guard can be reassigned to the Contractor at the discretion of the Director of Public Safety or designee. Guards must comply with all FIT rules and regulations. FIT Public Safety Department will issue

instructions, schedules, and orders to Contractor's personnel as needed.

2. Duties: Areas of Responsibility:

Patrol campus buildings and grounds to protect against:

- a. Fire
- b. Vandalism
- c. Theft
- d. Loitering
- e. Trespass
- f. Burglaries/Unlawful Entry
- g. Bodily Harm
- h. Other FIT Policy violations
- i. Building system malfunctions and deficiencies (water leaks, open windows, lights not operating, etc.).
 - i. Submit reports relative to areas of responsibility as required.
 - ii. Assist in emergency evacuations, both in practice and actual.
 - iii. Perform other duties as may be prescribed (escort duties, driving details, issue passes and check IDs, etc.).

3. For Level 3 Corporals Only

- a. Assist FIT Security Staff Supervisors
- b. Assist in scheduling daily assignments.
- c. Post inspections.
- d. Assist in security investigations.
- e. Assist in staffing Central Control.
- f. Assist in taking photo IDs.

F. Hours of Tour

1. Definitions:

- a. These shifts generally occur as follows:

0645.-1515, 1445.-2315., and 2245.-0715 hours; 365 days a year. Other times will be designated by the College on an "as-needed" basis. FIT,

(upon giving the Contractor 24 hours' notice), reserves the right to alter or modify the hours of the shift and the number of guards assigned to work as circumstances require. The shifts include one-half (1/2) hour of unpaid lunch.

- b. Overtime-time worked by a guard in excess of the standard workday (8-hour shift) or 40-hour work week. Overtime premiums will not be paid to the Contractor for a guard who has to work a second consecutive shift due to the Contractor's inability to cover that shift with another guard (previously designated shift). The Contractor will be reimbursed at the rate for which they pay the guards for these shifts. FIT can demand payroll records to verify these rates. Overtime worked shall consist of hours worked by a guard in excess of standard eight (8) hour shift, forty (40) hour work week. Contractor personnel shall not unreasonably, in FIT's sole discretion, refuse overtime or extended/double shifts, when needed due to circumstances.
- c. Overtime Rate-rate of pay for services performed which is one and one half times the hourly rate.
- d. Special Events-Contractor shall provide FIT familiar staffing upon 24 hours' notification to staff College special events.

2. Standard Requirements:

- a. Contractor shall submit the names of the company's officers responsible for this contract, along with their function in the company, their title and number of years of service to the company prior to beginning work. Contractor shall designate a Contract manager.
- b. Contractor shall assure the continuity of the guard initially assigned to the campus unless objected to by the College.
- c. All guards will note their time of entry and time of departure as required by FIT Security Office. Contractor must provide a time keeping solution.
- d. Contractor shall provide contact information to FIT that will allow FIT to reach the Contractor Key Personnel on a 24-hour basis.
- e. All guards shall report to the Security Office to receive instructions, equipment, etc. as required and outlined in this document.

3. Supervision Requirements:

- a. Supervision shall fall under FIT Security Administration. Progressive discipline will be coordinated with the Contractor.

4. Administrative and Reporting Requirements:

1. Contract Meetings

- a. Contractor shall be responsible for the completion of a variety of administrative and reporting requirements, and their related costs shall be included in the RFP.
- b. Contractor shall meet with College representatives on a monthly and quarterly basis to discuss the administration of the contract, campus policies and procedures, KPIs, evaluation of services and matters which may arise, including:
 - i. Review of job progress and quality of work.
 - ii. Identify and resolve problems.
 - iii. Budget.
 - iv. KPIs.

G. Reporting Requirements

- A. Contractor shall provide monthly reports, which shall be attached to the invoice. This report shall detail all hours worked by each assigned officer as well as a summary of KPIs. Contractor shall also provide weekly activity reports. Reports and invoices shall be separated in accordance with FIT's corporate entities:
 - a. Fashion Institute of Technology
 - b. FIT Student Housing (Corporation responsible for residence hall)
 - c. FIT Staff Housing (Corporation responsible for residence hall)
- B. Personnel reports including but not limited to a monthly list of officers assigned FIT; attendance reports; and copies of performance evaluations and disciplinary actions.
- C. All reports shall be prepared in duplicate.

IX. ADDITIONAL SERVICES

- A. Provide any other information you believe will be helpful to the Selection Committee in evaluating your Proposal. Contractor shall describe any additional services or support that it can provide that are not in the Statement of Work and which the College may consider when evaluating proposals. Examples of such services are: Security systems consulting or design services, access control, turnstiles, visitor and vehicle control for special events, courier service, document destruction, etc.

X. TRANSITION PLAN

- A. College anticipates that this contract will commence on or about July 1, 2022.

Please describe your company's transition plan; and

- B. Indicate any resources you believe will be needed from the College to assist you with the transition.

XI. EVALUATION CRITERIA

- A. This is a request for proposals and not a bid process. A selection committee will use the following criteria to evaluate the Proposals, which meet the requirements of these specifications.

1. Company Overview and References	20%
2. Technical Proposal and On-site Management Team (Resumes)	30%
3. Cost of Services	40%
4. Interview and Oral Presentation	10%

- B. FIT reserves the right to award the contract to the Company with the highest score on criteria one (1) through three (3) or to interview a number of Companies with the highest scores on criteria one (1) through three (3). In the latter case, FIT will award the Contract to the Company with the highest score on criteria one (1) through four (4);
- C. FIT reserves the right to interview each or shortlist of proposers;
- D. FIT reserves the right to negotiate with proposers as necessary in its best interests. We may negotiate with proposers concurrently or sequentially. If we invite you to negotiate with us, this does not give you any property rights regarding the RFP or the Contract;
- E. FIT reserves the right to rescore proposals after interviews, site visits, and/or negotiations;
- F. FIT reserves the right to award the Contract to other than the proposer or proposers offering the lowest overall cost or greatest financial return to us; and
- G. to decide tie proposals in our best interest.

XII. CONTRACT TERM

- A. The term of Contract shall be for three (3) years commencing upon award of Contract;
- B. FIT shall have the option to renew Contract in its best interest for one (1)

additional two (2) year renewal option. If FIT elects to renew Contract, the Purchasing Department shall provide notice to Contractor a minimum of ninety (90) days prior to the expiration date of Contract or such renewal year. Failure to notify Contractor within this time period shall not operate as a waiver of FIT's right to renew Contract. Within ten (10) days of receiving such notice, Contractor shall submit a sworn renewal to FIT; and

- C. Unless mutually agreed to between the parties, each renewal shall be on the same terms and conditions as specified in the Contract.

XIII M/WBE AND SDVOB

FIT encourages minority and women business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate with that commitment. Also, bidders are encouraged to use Service-Disabled Veteran-Owned Businesses (SDVOB). A directory of New York State Certified Minority and Women's Business Enterprises is available from: Empire State Development Corporation, Minority and Women's Business Development Division at: <http://www.esd.ny.gov/mwbe.html> to assist potential bidders in locating sources of M/WBE subcontractors and reaching these goals. SDVOBs can be readily identified on the directory of certified businesses at: <https://online.ogs.ny.gov/SDVOB/search>."

I. MISCELLANEOUS

- A. FIT reserves the right to request clarifications from bidders for purposes of assuring a full understanding of responsiveness and further reserves the right to permit revisions from all bidders who might be, in FIT's sole discretion determined to be viable bidders for contract award, prior to the award.
- B. FIT reserves the right to reject separable portions of any offer, to negotiate terms and conditions consistent with the bid, and to make an award for any or all remaining portions.
- C. FIT reserves the right to eliminate mandatory requirements unmet by all bidders.
- D. Any additional vendor terms which are attached or referenced with a submission shall not be considered part of the bid or proposal, but shall be deemed included for informational purposes only.
- E. Unless otherwise specifically stated in the Bid Terms and Conditions, all specifications and requirements constitute minimum requirements. All bids must meet or exceed stated specifications and requirements.
- F. FIT reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the Bid and whose bid is considered to best serve FIT's interest. In determining the responsiveness and

responsibility of the bidder, FIT may consider the following factors, including but not limited to: the ability, capacity, and skill of the bidder to perform as required; whether the bidder can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of past performance by the bidder; the previous and existing compliance by the bidder with relevant laws and regulations; the sufficiency of the bidder's financial resources; the availability, quality, and adaptability of the bidder's equipment, supplies and/or services to the required use; and the ability of the bidder to provide future maintenance, service, and parts.

Appendix A

Performance Based Structure

The performance of the successful Contractor will be formally evaluated and reviewed quarterly¹, with a portion² of the Contractor’s annual profit being dependent, or “At-Risk”, on this performance.

This evaluation will be based on the Contractor’s performance against five (5) Key Performance Indicators (KPI) as shown in the following tables

Fashion Institute of Technology (FIT) Description and Goal Level of Each KPI		
KPI	Measure	Goal
Qualified Officers Placement	Percentage of Total Officers Meeting all Qualifications	100 Percent
Training	Completion Percentage	100 Percent
Post Inspections	Completion of Total Planned Post Inspections	100 Percent
Corporate Governance	Response Time	3 Days Prior to Monthly Meeting
Substantiated Complaints	Number of Documented Complaints	5 Percent or less

Each KPI represents a different aspect of service that FIT expects from the successful Contractor, and therefore each item is “weighted” according to the level of importance as follows:

- 30.0 Percent of Total: Qualified Officer Placement
- 30.0 Percent of Total: Training
- 20.0 Percent of Total: Post Inspections
- 10.0 Percent of Total: Corporate Governance
- 10.0 Percent of Total: Substantiated Complaints
- **100.0 Percent: Total**

This quarterly evaluation will be on the basis of numerical data as measured, delivered, and agreed to mutually between the successful Contractor and FIT senior staff. On the fifteenth day following the last month of each quarter, or as close to as is practicable, the successful Contractor will provide FIT senior leadership this data – to the level of satisfaction of FIT – that will support the performance for each KPI for the preceding quarter.

¹ Defined as Q1 (July-September), Q2 (October-December), Q3 (January-March), and Q4 (April-June)

² The Annual Profit to be awarded will be dependent on the performance of the Contractor over the course of the prior quarter compared to the KPIs. This is defined as the “At-Risk” portion of the Contractor’s Annual Profit.

However, FIT recognizes that this evaluation should not be a simple pass/fail examination and allows for relative success in each KPI to be judged on a scale as illustrated in the below table:

Fashion Institute of Technology (FIT) Weighting and Ranges of Scoring for KPIs						
KPI	Weighting	Goal	Failed	Below Expectations	Acceptable	At Or Above Goal
Qualified Officer Placement	30.0%	100 Percent	90% or Less	90.1% to 95%	95.1% to 99.9%	100%
Training	30.0%	100 Percent	90% or Less	90.1% to 95%	95.1% to 99.9%	100%
Post Inspections	20.0%	100 Percent	90% or Less	90.1% to 95%	95.1% to 99.9%	100%
Corporate Governance	10.0%	3 Days Prior to Monthly Meeting	6 Days or More	5 Days	4 Days	3 Days
Substantiated Complaints	10.0%	5 % or Less	9% or More	8.9% to 7%	6.9% to 5.1%	5 % or Less

Success in receiving the full value of the final month of each quarters Annual Profit “At-Risk” is relative to where the successful Contractor is measured on the ranges provided, with each stop on the range providing for a **modification** to the total funding as follows:

- Failed: 0.0 Percent of Weighted Value Provided
- Below Expectations: 50.0 Percent of the Weighted Value Provided
- Acceptable: 75.0 Percent of the Weighted Value Provided
- At or Above Goal: 100.0 Percent of the Weighted Value Provided

If the successful Contractor does not meet the required thresholds, the dollar value resulting from indicated percentage value – based on weighting – will be forfeit until the following quarter and added to the final month value that is evaluated.

An example is provided below using an illustrative “\$100” Quarterly Annual Profit:

Fashion Institute of Technology (FIT) Illustrative Example of KPI Measure of Success						
	A	B = A * \$100	C	D	E	F = B * E
KPI	Weighting	Annual Profit At-Risk	Goal	Quarter Result	Modification	Earned Annual Profit
Qualified Officer Placement	30.0%	\$30.00	100 Percent	100%	100.0%	\$30.00
Training	30.0%	30.00	100 Percent	100%	100.0%	30.00
Post Inspections	20.0%	20.00	100 Percent	90.1%	50.0%	10.00
Corporate Governance	10.0%	10.00	3 Days or Less	4 Days	75.0%	7.50
Substantiated Complaints	10.0%	10.00	5 Percent or Less	1.0%	100.0%	10.00
Total	100.0%	\$100.00				\$87.50
Unearned Portion						\$12.50

This will continue as noted for each of the four quarters, with that quarter’s value of the Annual Profit “At-Risk”, plus amounts not earned in prior quarters, being earned based on that quarters performance.

If, at the end of the year, some portion of the total Annual Profit “At-Risk “is not earned through meeting of the KPIs, then the value will be considered reduced by that unearned value and the successful Contractor will have no claim in future years to recoup the value not earned.

Please note that, at the start of each year of the agreement⁴, or continuance year, FIT may substitute new KPIs, or adjust the goal level of individual KPIs, upon formal communication to the successful Contractor.

⁴ Defined as fifteen days prior to the end of Q4 of each year

SECTION TWO -- RFP GENERAL TERMS AND CONDITIONS

A. Proposal Requirements:

1. Sealed proposals must be received before the time and at the location stated on the cover page of the RFP and must include the entire proposal document (consisting of Section One - Proposal Terms and Conditions and this Section Two - RFP General Terms and Conditions), the Contract Terms and Conditions, and the Proposal Analysis Sheet, as issued by FIT, including required signatures and attachments. Proposers are not permitted to change or modify Proposal Terms and Conditions, Contract Terms and Conditions and/ or the Proposal Analysis Sheet. All Proposers propose on the same terms and conditions.
2. Each proposal must be sent **in digital and hard copy** and identified, on the outside of the envelope, by the name and address of the firm and designated as a proposal for the project. Hard copies of proposals shall be submitted in **ink only**; proposals submitted in pencil shall be subject to rejection. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside with the notation stated on the cover page of the RFP.
3. Proposers are responsible to make certain that sealed proposals are received at the FIT Purchasing Department before the time of the proposal opening. FIT will not be responsible for improper delivery of proposals that do not comply with these instructions.
4. Proposals will be opened publicly.
5. Proposals received after the time of the proposal opening will be returned unopened.

B. No Oral Statements:

FIT will not be bound by any oral statement or representation in connection with the RFP or resulting Contract(s).

Any changes to the proposal document required by FIT shall be in writing and shall be issued by the FIT Purchasing Department to every known entity that has been invited to submit an RFP and will also be posted on the Purchasing Department website. It shall be the responsibility of each proposer to check the website regularly for updates during the time period prior to the due date.

C. Proposer Affirmation:

By signing the proposal, Proposer certifies that:

1. No public officer or employee whose salary is payable in whole or in part by FIT, the City or the State is directly or indirectly interested in the proposal, or in the goods, services, supplies, equipment or labor which may be related to the proposal; and
2. Proposer is not in arrears to FIT, the City or the State upon a debt, contract or taxes, and is not in default as surety or otherwise upon any obligation to any of them.

D. Non-Collusive Proposal Certification:

1. By submission of its proposal, Proposer, and each person signing on behalf of Proposer certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 - a. The prices in the proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by Proposer and will not knowingly be disclosed by Proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
 - c. No attempt has been made or will be made by Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
2. A proposal shall not be considered for award nor shall any award be made where (1)(a), (b) and (c) above have not been complied with; provided, however, that if in any case Proposer cannot make the foregoing certification, Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore.

E. Confidentiality:

1. If Proposer believes that any information in its proposal or proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such

information not to be disclosed if requested pursuant to the New York State Freedom of Information Law (Article 6 of the Public Officers Law), Proposer shall submit with its proposal or proposal a separate letter specifically identifying page number(s), line(s) or other appropriate designation(s) containing such information; explain in detail why such information is a trade secret; and formally request that such information be kept confidential. Such information must be easily separable from the rest of the proposal or proposal. A request that an entire proposal or proposal be kept confidential will not be considered. Failure by Proposer to submit such a letter with its proposal or proposal identifying trade secrets shall constitute a waiver by Proposer of any rights it may have under FOIL.

2. In some instances, FIT may, in its sole discretion, share certain confidential, sensitive, and/or proprietary information with Proposers in connection with the RFP (particularly in connection with preparation for any presentation(s)). All such information, whether printed, written or oral, which is requested from or voluntarily furnished by FIT shall be held by Proposer in strictest confidence and used only for the purpose of the RFP.

F. **Prices:**

Proposal prices shall be held firm for ninety (90) days from the proposal due date.

G. **No Sales Tax:**

FIT is exempt from the payment of State and City sales tax; therefore, all prices quoted shall not include such tax. Sales tax exemption forms may be obtained from the FIT Purchasing Department.

H. **Proposal Withdrawal:**

1. Proposers may withdraw proposals at any time before the proposal opening.
2. After the proposal opening, Proposers may withdraw proposals only after the expiration of ninety (90) days and before any actual award.
3. Proposal withdrawals must be in writing.
4. In the event of a proposal mistake, a Proposer may withdraw its proposal before the award of the Contract or within three (3) days after the opening of the proposal, whichever period is shorter. Proposer shall furnish credible evidence that its proposal mistake was a clerical error as opposed to a judgment error. FIT

will determine, upon objective evidence and pursuant to law, whether Proposer shall be permitted to withdraw its proposal.

I. Tie Proposals:

Tie proposals will be awarded in FIT's absolute discretion based on its determination of FIT's best interest.

J. Proposer's Responsibility:

In determining whether a Proposer is responsible, FIT may consider experience, business references, integrity of the organization and its management, past performance, business and/or financial capabilities and/or capacity and technical skills.

K. Proposal Rejection:

1. FIT may reject a proposal if:
 - a. The proposal is not responsive to the requirements of the Request for Proposals;
 - b. Proposer does not provide information or documents required;
 - c. Proposer does not submit the proposal security as required (if applicable);
 - d. Proposer misstates or conceals any material fact in the proposal;
 - e. The proposal is conditional;
 - f. The proposal prices are not in ink;
 - g. The proposal contains prices that are unbalanced; and/or
 - h. FIT determines that Proposer is not responsible in accordance with law and FIT regulations.
2. FIT reserves the right to reject any or all proposals if it is in the best interest of FIT to do so.

L. Award of Contract:

1. Subject to the provisions Paragraph K immediately above, the Award shall be made to the highest score of Evaluation Criteria Proposer pursuant to law and FIT regulations.
2. FIT reserves the right to waive technicalities in a proposal if it is in the best interest of FIT to do so.

3. By submission of its Proposal, Proposer represents that it is willing and able to enter into an agreement with FIT (the "Contract") upon the terms and conditions substantially in conformance with those contained in the agreement attached to this RFP ("ExhibitA").
4. The Contract shall be signed by the successful Proposer after the award is made. The successful Proposer shall execute the Contract within ten (10) business days of the award. FIT will retain the proposal security (if applicable) as liquidated damages in the event the successful Proposer fails to execute the Contract within this time period.
5. All contracts awarded by FIT shall be executory only to the extent of funds available.

M. Governing Law:

1. This RFP shall be construed in accordance with the laws of the State of New York without regard to conflict of law provisions.
2. Any action arising from this RFP shall be brought in the federal or state courts located in the State of New York and in the County of New York.
3. Proposer consents to the exercise by the courts of the State of New York of personal jurisdiction over it concerning any matter arising out of or in connection with this RFP.

EXHIBIT A

Current Post Coverage Chart

All Post assignments are subject to change at discretion of the FIT Director of Public Safety and FIT Public Safety Supervisory Staff

Days

Post Coverage- Requirements			
Positions	Shift	Weekday	Weekend
27th Street Gate	Days	1	0
333 13th Floor	Days	1	0
333 16th Floor	Days	1	1
A/B Key Unit	Days	1	1
Bus. & Liberal Lobby	Days	1	1
C,D,E Key Unit	Days	1	1
Campus shuttle	Days	1	1
Dubinsky Center Lobby	Days	1	1
Feldman 24 hr desk	Days	1	1
Feldman Assist	Days	1	1
Feldman Assist	Days	1	1
Goodman Lobby	Days	1	1
Great Hall Desk	Days	1	1
Library Patrol	Days	1	1
Meal Relieve	Days	1	1
Pomerantz Lobby	Days	1	1
Receiving C Rear	Days	1	0
Street Patrol- 27th/8th	Days	1	1
Street Patrol- as directed	Days	1	1
Street Patrol- as directed	Days	1	1
Street Patrol- as directed	Days	1	1
Alumni Hall Desk	Days	1	1
Co Ed Hall Desk	Days	1	1
Kaufman Hall- K1	Days	1	1
Kaufman Hall- K2	Days	1	1
Kaufman Hall- K3	Days	1	1
Kaufman Hall- K4	Days	1	1
Nagler Hall Desk	Days	1	1

Evenings

Post Coverage- Requirements			
Positions	Shift	Weekday	Weekend
27th Street Gate	Eve	1	0
333 16th Floor	Eve	1	1
A/B Key Unit	Eve	1	1
Bus. & Liberal Lobby	Eve	1	1
C,D,E Key Unit	Eve	1	1
C9 Reception	Eve	1	0
Campus shuttle	Eve	1	1
Dubinsky Center Lobby	Eve	1	1
Feldman 24 hr desk	Eve	1	1
Feldman Assist	Eve	1	1
Feldman Assist	Eve	1	1
Goodman Lobby	Eve	1	1
Great Hall Desk	Eve	1	0
Library Patrol	Eve	1	0
Meal Relief	Eve	2	1
Pomerantz Lobby	Eve	1	1
Street Patrol- 27th/8th	Eve	1	1
Street Patrol- as directed	Eve	1	1
Street Patrol- as directed	Eve	1	1
Street Patrol- as directed	Eve	1	1
Alumni Hall Desk	Eve	1	1
Co Ed Hall Desk	Eve	1	1
Kaufman Hall- K1	Eve	1	1
Kaufman Hall- K2	Eve	1	1
Kaufman Hall- K3	Eve	1	1
Kaufman Hall- K4	Eve	1	1
Nagler Hall Desk	Eve	1	1

Overnight

Post Coverage- Requirements			
Positions	Shift	Weekday	Weekend
333 16th Floor	Overnight	1	1
A/B Breezeway Area	Overnight	1	1
Campus shuttle	Overnight	1	1
Campus Wide Key Unit	Overnight	1	1
Feldman 24 hr desk	Overnight	1	1
Goodman Lobby	Overnight	1	1
Pomerantz Lobby	Overnight	1	1
Street Patrol 27th 7th	Overnight	1	1
Street Patrol- 27th/8th	Overnight	1	1
Street Patrol- as directed	Overnight	1	1
Street Patrol- as directed	Overnight	1	1
Street Patrol- as directed	Overnight	1	1
Alumni Hall Desk	Overnight	1	1
Co Ed Hall Desk	Overnight	1	1
Kaufman Hall- K1	Overnight	1	1
Kaufman Hall- K2	Overnight	1	1
Kaufman Hall- K3	Overnight	1	1
Kaufman Hall- K4	Overnight	1	1
Nagler Hall Desk	Overnight	1	1

Post Coverage- Requirements			
Positions	Shift	Weekday	Weekend
Lead Officer	Special	2	0
Museum	Special	6	6
Dispatcher Coverage	Special	Upon Request	
Acting Sgt Coverage	Special	Upon Request	

**PROPOSAL ANALYSIS SHEET
CAMPUS-WIDE SECURITY GUARD SERVICES
RFP #C1494**

DESCRIPTION

- 1. Bill rate by seniority \$ _____
- 2. Straight-time percentage mark-up _____%
- 3. Overtime bill rate by seniority \$ _____
- 4. Overtime percentage mark-up _____%
- 5. Annual Profit "At-Risk" (Year 1) \$ _____
(Year 2) \$ _____
(Year 3) \$ _____
- 6. Additional services and other support

Proposer: _____
(Print or Type Company/Partnership/Individual Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type Name of Representative)

Title: _____
(Print or Type Title of Representative)

Telephone: _____

Facsimile: _____

Federal ID #: _____

E-mail: _____

Date: _____

IMPORTANT:

This proposal analysis page is the only pricing format acceptable. Firms must submit pricing using this form. FIT will not accept proposal responses on any other form.

CONTRACT

This CONTRACT (“the Agreement”) made this ____ day of _____, 2022, by _____ (hereinafter “Contractor”) and between FASHION INSTITUTE OF TECHNOLOGY STUDENT HOUSING CORPORATION, (hereinafter “FIT”).

1. **Term.** This Agreement shall commence on **July 1, 2022** and shall terminate, unless earlier terminated as authorized by Section 13, below, on **June 30, 2025** (the “Term”).
2. **Duties.** FIT hereby retains Contractor to provide qualified Campus-wide uniformed unarmed security guard personnel (“officers”) to perform the following Services at the FIT campus, dormitory locations, Museum or FIT sponsored event locations as may be specified from time to time.

A. Requirements

1. General Guidelines

The primary responsibility of officers assigned to FIT shall be, through assigned duty stations or foot patrol, to deter crime, to control campus and building access, to respond to calls for service or emergencies, protect and safeguard FIT property and personnel, drive FIT vehicles with FIT passengers, and to provide other public safety and security services, as appropriate and at all times in full compliance with the applicable FIT, and FIT’s Public Safety, policies and procedures. These objectives include, but are not limited to, general security, parking, and entry/access control in academic, residential, and business buildings; mobile and foot patrols on campus and the streets adjoining all facilities comprising the campus, and interior building patrols. In selected locations, Contractor may be asked to provide officers who are qualified for various details such as: dispatch duties; appropriate log and record keeping; alarm monitoring; security camera monitoring; detailed report writing; fire watch services; and emergency safety protocols, etc.

Emergency services shall require that officers immediately respond in an appropriate manner if a crime or violation of FIT policy is in progress, and that they assist members of the community and administration when such incidences or emergencies are reported, summon assistance, so that additional resources can be dispatched to the scene and the appropriate campus officials, Police, or other agency, can be alerted. All officers shall be expected to exercise sound judgment in deciding whether to call for help or intervene first, depending upon incident response protocols, the likelihood of immediate harm posed by a delay, and the officer's assessment of his or her ability to intervene effectively and without unacceptable risk to others or to himself/herself, and in compliance with law and established FIT policy. Contractor personnel shall be required to comply with all relevant federal, state, and local laws while performing their duties. In addition,

immediately upon becoming aware of any safety hazard or incident, officers shall report same to the FIT Public Safety leadership orally and then as soon as reasonably possible, in writing, in a format acceptable to FIT. Contractor and its personnel shall be prohibited from soliciting, providing, or selling, any other services to FIT, or its employees moonlighting in any other capacity for FIT, without prior express written approval from the Executive Director of Public Safety.

To these ends, Contractor shall provide uniformed unarmed officers to staff an estimated _____ campus-wide. This estimate is not a guarantee of hours. The parties will arrive at a final number of officers and assignments prior to commencement and Contractor understands and agrees that this is the state of current business and may be increased or decreased within the sole and confidential discretion of FIT with no less than two (2) days prior written notice, excepting emergency staffing requests as determined by FIT, to Contractor in its sole discretion. See Addendum B for current post information.

2. **Background Checks**

Prior to the start of any work assignment of Contractor personnel to FIT, Contractor shall ensure that background checks are obtained and documented to the satisfaction of FIT. All such background checks must be current and include not less than *ten (10) years* of search information, and in no event shall the investigation have been conducted beyond twelve (12) months prior to the time when each individual is first assigned for officer duties at FIT, inclusive of Contractor employees transferred internally from another account to FIT's account. Each background check shall minimally consist of the following components; Criminal Felony & Misdemeanor; Federal Criminal; National Sex Offender Registry; SSN Trace; Motor Vehicle Report; and National Criminal Search, in addition to any other requirements now, or in the future, required by law FIT, or Contractor policy for purposes of personnel qualification. At the request of FIT, Contractor shall deliver a written certification to FIT that a background check has been performed. Contractor shall provide to FIT all standards required to be met by its personnel and shall notify FIT immediately of any change to such standards. Failure to ensure its personnel meet or exceed such standards shall constitute a material breach of this Agreement.

3. **Training**

In addition to such training as required to meet qualifying standards set by law or regulation, all other training required by FIT for Contractor personnel, as exclusively determined by FIT, shall be at the sole expense of Contractor. Currently, and subject to change at FIT's sole discretion, Contractor shall provide officers assigned to FIT with a minimum of sixteen (16) hours of pre-assignment classroom training and all officers shall meet licensing requirements of the State of New York for unarmed security officers. This training shall be provided by a

certified instructor at a site designated by FIT, or at the offices of Contractor. This training shall be completed prior to an officer assuming a FIT post. Contractor shall also provide forty (40) hours of post/duty specific training on site prior to assignment to a post at FIT. Such on site instruction shall be done at FIT by Contractor's instructor/supervisor at Contractor's expense and shall include, but not be limited to, sensitivity training concerning orientation to the policies and procedures of FIT, the legal and regulatory environment governing Public Safety services on the FIT campus, awareness of diversity, sexual harassment, sexual assault response protocol, active shooter response protocol, handling incidents related to bias, and higher education-specific training: Cleary Act, Intro to Higher Education, Violence Against Women Act, Title IX, FERPA and as subject to modification by law or FIT policy. FIT personnel shall have the right to audit all Contractor training provided hereunder. Additionally, Contractor shall provide eight (8) hours of annual training to officers as required by law, on a calendar year basis. The cost of the annual training shall be borne solely by Contractor. All certifications and site licensing requirements shall be maintained by Contractor and provided to FIT as requested. Any officer failing to meet such training standards may be immediately dismissed from their assignment by FIT in its sole discretion, and a suitably trained and qualified replacement shall immediately be provided by Contractor.

Contractor, at its sole cost, shall provide monthly training sessions to all officers assigned to FIT. The topics for training may include, but are not limited to, active shooter response, basic first aid, patrol tactics, fire safety, emergency preparedness, or any other pertinent topic agreed upon by both parties.

3. Personnel Placement

a. Minimum Requirements.

- i. Including such other requirements as specified in this Agreement, Contractor will only provide to FIT personnel who meet the standards and requirements of the Security Guard Act of 1992 for unarmed security personnel, the NYC Fire Guard certification (FO3), as both may be amended from time to time, be certified in First Aid and CPR (including defibrillation), must possess a valid driver's license from the State of New York, New Jersey or Connecticut, and are at least a High School graduate or equivalent, able to read, write, and communicate in English, have passed a background check as specified herein, have a good employment record, have at least 6 months previous experience in security, are not users or addicted to controlled substances or alcohol, and are in good health without conditions or abnormalities that, with or without reasonable accommodation, would interfere with performance of their duties. Prior to placement of any security personnel at FIT's premises, Contractor will have such personnel submit to, and pass, drug testing. All security personnel provided to FIT shall be well groomed and wear clean uniforms meeting FIT's specifications as set forth by the FIT Director of Public Safety.

- b. **Pre-Employment Interview.** All officers and other Contractor personnel assigned to FIT shall be subject to a pre-employment interview process by Contractor Allied that includes verifying all requirements hereinabove, and includes but is not limited to:
 - i. an oral interview;
 - ii. job reference checking;
 - iii. background checks;
 - iv. motor vehicle records check for those who shall operate vehicles;
 - v. drug screening tests;
- c. **FIT Interviews.** All officers assigned to a FIT location shall be required to participate in an interview conducted by the Department of Public Safety designee(s) prior to being assigned to FIT. It shall be at FIT's sole discretion to determine whether a candidate fails such interview, in which circumstance Contractor shall provide a suitably qualified replacement.
- d. **Removal.** Contractor agrees that FIT has the right to reject, for any lawful reason whatsoever, any employee or agent assigned by Contractor to FIT. and, at its sole discretion, FIT may require that Contractor remove from current assignment to FIT, any employee or agent of Contractor, for any reason, subject to applicable law. Contractor shall provide a satisfactory replacement within four (4) hours after Contractor is notified a replacement is needed.

4. Personnel Management

- a. **Supervision:** (1) Contractor will provide the appropriate number of personnel for each location, and any additional posts that may be needed, based upon the hours designated in Addendum B, and, as the parties anticipate will be required, as such requirements may be revised by FIT based on need and circumstance.

In the event that personnel fail to report to work at FIT due to vacations, sickness, or any other reason, Contractor will provide an equivalent number of qualified and trained officers as replacements. Contractor shall make best efforts to provide such replacements at the same training and experience level and wage rate of the absent person, but in all cases such replacements shall meet the minimum training and qualification standards required now, or as hereafter determined, for every officer assigned to FIT, and shall have the required training specific to any particular post at FIT (e.g. dorm or museum postings). Repeated failure by Contractor to provide an equivalent number of trained and qualified personnel as replacements in a timely manner shall constitute a material breach of this Agreement

- b. **Quality Assurance:** In addition to all additional requirements for assignment to FIT otherwise set forth in this Agreement, Contractor shall maintain strict

discipline among its employees, without morale or labor strife, and agrees not to employ for assignment at FIT any person unfit or without sufficient skill to perform the tasks to which she or he was assigned. Contractor alongside FIT Department of Public Safety shall supervise and direct the security officer services to the best of its ability, and give the officers all attention necessary for such proper supervision and direction. Contractor shall supply the services of a sufficient number of patrol supervisors to assist with a problem or investigation involving that employee and their Services. The officers and other personnel shall also be subject to surprise or periodic inspection and review by supervisors from FIT's Department of Public Safety. Contractor shall supply span of control ratios for each of the types of shifts, and maintain an adequate complement of staff and backup staff at all times. Contractor shall replace all absentee guards with fully qualified personnel who have been trained on FIT's account.

- c. **Operations Manager:** Contractor shall provide a designated manager to initiate daily contact with FIT senior managers and meet on a weekly basis with these managers to discuss the services provided. In addition, Contractor's Senior Management shall be available to meet with FIT representatives on demand and at regular intervals as may be requested, but no less frequently than monthly. Contractor shall appoint a reserve contact in the event the nominated contact is not available. In addition, Contractor shall ensure a customer service representative or customer service team shall be available 24 hours a day, 7 days a week to confer with FIT at any time. It is of particular import to FIT that such Contractor representative be available during non-business hours, nights and weekends, to immediately address problems, concerns, or requests from FIT. Contractor and FIT shall mutually agree, in writing, to any appointment of any Operations Manager, as well as any replacement thereafter.
- d. **FIT Rules and Regulations:** The personnel employed by Contractor on FIT's campus shall be familiar with and comply with all rules, regulations and policies of FIT and FIT Department of Public Safety, including but not limited to, FIT's Code of Conduct and FIT's policy on Alcohol, Drugs and Smoking and all other FIT policies now in effect and as amended/adopted in the future. Contractor personnel are required to be familiar with all FIT Department of Public Safety policies, procedures, and protocols, including, but not limited to, FIT's Public Safety Standard Operating Procedures (SOP's), as well as any and all FIT policies and procedures not directly applicable to the Department of Public Safety, but nonetheless applicable to their proper job function and interactions with FIT community members and the public. Contractor personnel shall not engage in romantic relationships with FIT staff, faculty, or students, or otherwise fraternize with FIT community members outside of their official responsibilities, shall not congregate outside buildings or in areas on campus for non-work purposes, and shall not be permitted on, at, or about FIT residential buildings when not assigned there as part of their authorized hours of duty at FIT. Failure to abide by such policies shall be grounds, at FIT's sole discretion, for immediate dismissal from the FIT campus. In addition, in performing its duties and fulfilling its obligations,

Contractor shall plan and conduct its operations so as not to delay, endanger, or interfere with all other operations of FIT.

- e. **Review Meetings:** Review meetings shall be held quarterly to evaluate mutually the overall performance of each of the parties and the status of continuous improvement projects. Contractor account management shall also attend quarterly review meetings with FIT's departments as requested.

5. Uniforms and Equipment

- a. Contractor shall provide its officers with uniforms, badges and all necessary clothing and equipment, as specified by FIT at no cost to FIT. Officers shall carry and display photo I.D. cards at all times. In addition, officers shall wear a complete uniform while performing duties at FIT, including appropriate outerwear for those officers who are required to staff outdoor posts. Officers at selected posts may be required to wear non-traditional attire that includes a blazer or vest. Contractor shall be required to keep replacement uniforms and equipment available on campus. FIT may require Contractor to provide an alternate color of uniform than the one regularly used by Contractor. FIT may also require that a unique patch/logo be placed on the uniform. Once approved by FIT, Contractor shall not change uniforms without prior written approval from the FIT Director of Public Safety. All security personnel that Contractor provides to FIT hereunder shall at all times hereunder be well-groomed and wear clean uniforms meeting the foregoing specifications. FIT shall not be responsible for any costs related to repair, replacement, laundering or dry cleaning of uniforms.
- b. Contractor shall be responsible for the loss or damage to any FIT property, or equipment issued to Contractor's employees, while working at FIT, including, but not limited to, radios, keys, electronic data gathering devices, and vehicles. Contractor shall notify FIT within two (2) hours of notice of such damage to or loss of property. Contractor is responsible for the return, less reasonable wear and tear, of all equipment and repairs to damaged equipment, or the replacement of lost equipment, provided by FIT to Contractor personnel.
- c. Contractor shall also provide report forms on which each officer shall be required to record all of their daily activity while assigned to a FIT location. These forms, when completed, shall be submitted to the Department of Public Safety by each officer at the conclusion of a tour of duty.
- d. Officers and other Contractor personnel assigned to service at FIT and entering any FIT location or property are explicitly prohibited from carrying weapons of any type, especially firearms, whether on duty or off-duty.

6. Employment of Security Personnel

To provide incentive to Contractor's employees for excellent performance and the mutual benefit to all parties, FIT reserves the right, upon written notice to Contractor, but without penalty or delay by Contractor, to employ directly any officer or employee of Contractor in any capacity of employment. Such employment may be permanent or temporary. Contractor may not employ any individual who is an employee of the FIT Department of Public Safety while this Agreement is in effect, without prior express written permission from FIT.

7. Labor Relations

Contractor alone shall be responsible for labor relations with any labor organization representing, or potentially representing, their personnel. In the event of labor disputes or strikes, the security coverage shall continue in full force throughout as permitted by law and any additional costs incurred by Contractor, or to FIT, in performance of this Agreement, due to any labor strife or collective bargaining agreement, now or in the future, are solely Contractor's responsibility, inclusive of any wage or benefits increases through collective bargaining or any labor grievance, arbitration, or decision by law. Contractor shall supply to FIT's Director of Public Safety copies of all signed labor contracts. Further, in the event that Contractor has knowledge that an actual or potential labor dispute prevents or threatens to prevent the timely performance under this Agreement, Contractor shall immediately give notice thereof to FIT's Director of Public Safety.

8. Labor, Wage & Hour and Related Provisions

- a. This Contract is subject to prevailing wages and salaries.
- b. Overtime work, subject to applicable labor laws, shall be paid for at a rate of at least one and one-half times the basic hourly rate of the general prevailing rate of per diem unless otherwise specified.
- c. Contractor shall pay, or cause to be paid, each worker engaged in Work, who is subject to applicable labor laws, not less than the general prevailing rate of per diem wages may be determined by governing authorities, regardless of any contractual relationship which may be alleged to exist between Contractor and any Subcontractor and such workers.
- d. Pursuant to applicable laws, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, and apprenticeships, training programs or other payments authorized by applicable labor laws.
- e. Contractor shall be responsible for all premium wage costs (holiday, overtime, shift differentials etc.) that may otherwise be applicable in accordance with this

Agreement, where such costs are incurred through no fault of FIT, such as circumstances where security personnel fail to show, or show late, to scheduled work shifts and other security personnel are required to carry over their shifts to ensure proper staffing levels.

- f. In accordance with applicable labor laws, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker, employed at any time by Contractor shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week except as hereinafter provided. Service performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one-week, shall be permitted provided by the employees to be compensated at no less than one and one-half times the basic hourly rate of the general prevailing rate of per diem wage.

9. **Billing and Scheduling**

- a. **General:** Contractor shall bill FIT in a timely manner bi-weekly for all services provided and include such invoice information as required by FIT to ensure accurate billing based on this Agreement. See Addendum A for bill rates.

Contractor shall maintain all Certified Payroll Records ("CPR") which shall be available for inspection at all reasonable hours at Contractor's principle office and shall be made available for inspection or furnished upon request to a representative of FIT.

Contractor shall submit one original and one (1) copy of each invoice to:

Mario Cabrera
Director of Public Safety
Fashion Institute of Technology
227 West 27th Street
New York, NY 10001
Mario_cabrera@fitnyc.edu

Contractor shall simultaneously submit a copy of each invoice to:

Anthony N. Lugo
Director of Contracted Services
Fashion Institute of Technology
227 West 27th Street
New York, NY 10001
Anthony_lugo@fitnyc.edu

FIT is not responsible for payments of any kind that Contractor owed, owes or will owe third parties, including but not limited to, underfunded pensions or retro

payments or benefits to unions, employee severance packages, subcontractors, or other entities or persons incurred during the performance of this contract.

Upon Notice to Contractor, FIT may withhold payment, in proportion to the defect or dispute, within its sole but reasonable discretion, for reasons including but not limited to:

- Stop notices or liens served upon FIT;
- Damage, destruction, or diminishment to FIT, or other contractor's, facilities, property, equipment,
- Unsatisfactory execution of the Service by Contractor;
- Failure by Contractor or its officers to adhere to applicable Federal, State, or local laws or FIT or Contractor policies or procedures;
- Failure to provide sufficient, qualified or otherwise appropriate staff in accordance with this Agreement;
- Contractor's material breach, default, or substantial violation, of any provision of this Agreement.

If Contractor fully remedies the grounds for withholding payment, as determined by FIT, FIT shall pay Contractor the applicable withheld amount if otherwise due and owing in full. If Contractor fails to fully remedy the grounds for withholding or fails to prevent the repeated occurrence of such grounds, or such grounds create additional costs to FIT, in addition to explicitly reserving any and all other rights and remedies, FIT shall have the right to offset such costs. No interest or penalties shall be paid on any retainage, offset, forfeiture, or amounts withheld.

In addition to withholding funds as specified above, performance will be formally evaluated and reviewed quarterly, with a portion of the Contractor's Annual Profit "At-Risk", on this performance. The details behind this calculation and the Key Performance Indicators (KPIs) that will be used, are provided in Addendum ____.

- b. **Supervision:** Contractor may not add to or supplement the Services beyond the levels designated in Addendum B or as allowed by this section without the express written approval of FIT, including but not limited to additional managers, supervisors, administrative personnel or officers.
- c. **Budgets:** Each month, Contractor shall, within five (5) business days of the end of the month, provide FIT with a detailed report providing the prior month actual costs incurred, and costs billed, to FIT. In addition, Contractor shall provide FIT with projected fiscal year budget related to this Agreement by May 1st of each year. The annual budget will include monthly projections and costs, hours, and anticipated staffing levels. FIT reserves the right to compare monthly projected budgets versus monthly actuals when necessary. Additionally, Contractor will provide FIT with the annual actual costs by June 30th of each year of this Agreement.

- d. **Audit:** FIT shall have the right to audit the books and records of Contractor relating to invoicing for the Services under this Agreement at any time with reasonable prior written notice to Contractor, during Contractor's normal business hours and at Contractor's facility, to verify the amounts charged to FIT hereunder. Contractor shall cooperate with any such audit and shall make available to FIT and its auditors its relevant books, records and supporting documentation to support its billing for a period of up to twenty-four (24) months prior to the date of audit.

If an audit by FIT internal review reveals that Contractor has overcharged FIT, Contractor will immediately pay to FIT the overcharged amount plus interest from the date of overpayment. The rate of interest will be equal to sixteen percent (16%) per year, or the maximum rate permitted by applicable law, whichever is less. Additionally, Contractor will reimburse FIT for all costs and expenses incurred by FIT in connection with such audit or review, including direct and indirect costs associated with FIT employees, should such audit conclude FIT has been overcharged.

10. Special Events.

- a. Requests for officers at special events shall be directed to Contractor. If Contractor cannot satisfy such request, FIT shall then be permitted to use other vendor(s). FIT reserves the right to solicit individual requests for quotes from third parties for services contemplated in this Agreement where there is a requirement of substantial quantity or uniqueness in need or specialized personnel qualifications, as determined by FIT in its sole discretion. FIT shall address request(s) for additional security in writing to the Contractor Account Manager. Such requests may be for special events, construction, sporting events, or other FIT needs that require additional and/or specialized personnel coverage.
- b. Contractor shall maintain an adequate number of FIT trained Security Officers for all of FIT's normal operational hours and shall endeavor to staff special events, and unforeseen campus emergencies without incurring overtime in each instance. Contractor alone shall absorb and/or hold FIT harmless from and against costs for overtime caused by inadequate staffing and no-shows for FIT's normal operational hours. Coverage for special events and unforeseen campus emergencies may be accomplished with properly trained part time officers and/or fire safety personnel.

If FIT notifies Contractor at least eight (8) hours prior to an event cancellation, FIT will not be responsible for any event charges or other costs or fees incurred by Contractor.

If FIT provides less than 8 hrs. Notice of cancellation Contractor will have the right to bill for 4hrs at the agreed upon bill rate for the event in the event Contractor incurs an actual cost (e.g. being unable to notify the officer in-

route). Contractor will do its best to notify the officer of the canceled event to avoid paying the officer for reporting to post.

11. **Expertise**

Contractor warrants to FIT that it has sufficient staff available to perform the Services and that all individuals providing Services have the background, training and experience to perform properly the Services to be delivered under this Agreement and/or, as appropriate, for adequately supervising such individuals at the Service site(s), and/or, as appropriate, that the Services it provides hereunder shall perform as Contractor has advertised or represented to FIT.

12. **Term**

The initial term of the Agreement is three (3) years. Upon notice at least ninety (90) Days prior to the expiration of the then-current term of the Agreement, FIT may exercise at its sole discretion one (1) additional two-year renewal option (defined as "Option Period 1") to renew the Agreement. Upon exercise of such option, the parties will execute an Amendment memorializing the renewal.

The parties agree that this Agreement may be extended only by Amendment, which must be in writing and signed by both parties.

At the end of the initial term or Option Period, Contractor shall, at FIT's written request, provide Services as specified in the Agreement for an additional partial term not to exceed three (3) months under the same terms and conditions as the prior term. Any rates and fees shall be apportioned according to the most recent Agreement Term.

13. **Termination**

FIT may terminate this Agreement, or any portion of the Services specified herein, for any reason upon thirty (30) days prior written notice to Contractor. Contractor may terminate this Agreement with one hundred and twenty (120) days prior written notice to FIT subject to transition and/or phase-out cooperation as specified herein. Contractor hereby acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, in the event of such termination, FIT shall only be liable for, and Contractor agrees only to retain, payment of the portion of the fee earned as a result of Services actually and satisfactorily performed through the effective date of termination.

In the event of Termination of this Agreement by FIT, or should FIT transition all, or a portion, of the Services specified in this Agreement in-house or to another entity, Contractor shall cooperate with FIT and/or such entity to ensure an orderly change over and phase-out of Services. Following such a transition or termination of this Agreement, FIT will not be responsible for any costs, including but not limited to, termination benefits, unemployment, medical

benefits, severance packages or paid time off for Contractor management personnel or staff supporting services provided at FIT.

During the phase-out period, Contractor will deliver and return any tangible or intangible property belonging to FIT, including but not limited to, any computer equipment, software or device used in support of services provided at FIT.

Upon termination of this Agreement, FIT may withhold payment of the final contractual invoice, until such time as a certified statement of fulfillment by Contractor of having made all payments to security officers for all work, and related obligations has been received.

13. **No Employment Relationship Created**

It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between FIT, on the one hand, and Contractor and any of its employees, on the other, nor does it create a joint relationship or partnership between the parties hereto. Neither Contractor nor its employees are entitled to benefits that FIT provides for FIT employees. Contractor's relationship to FIT is solely and exclusively that of an independent contractor. FIT is interested only in the results to be achieved and Contractor shall be permitted to engage in any business and perform services for its own accounts, *provided* that such does not conflict in any manner with provision of Services to FIT and its obligations under this Agreement. Except as specifically permitted in this Agreement, neither party shall use the name, brands, or trademarks of the other party without prior written approval

14. **No Withholding**

Contractor is solely and exclusively responsible for the satisfaction of its own local, state, and federal income tax and Social Security withholding that may be applicable to the amounts payable by FIT under this Agreement.

15. **Confidentiality**

During the course of its performance hereunder, Contractor may be given access to information that relates to FIT's past, present and future research, development, business activities, products, services, technical knowledge, and personally identifiable student and employee information, or protected health information ("PHI")/electronic protected health information ("ePHI"). All such information shall be deemed to be "Confidential Information" unless otherwise indicated by FIT in writing at or after the time of disclosure. Contractor may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Access to the Confidential Information shall be restricted to those of Contractor's personnel, representatives and consultants on a need-to-know basis solely in connection with Contractor's internal business.

Contractor further agrees that it shall (i) take all necessary steps to inform any of its personnel, representatives or consultants to whom Confidential Information may be disclosed of Contractor's obligations hereunder and (ii) cause said personnel, representatives and consultants to agree to be bound by the terms of this Agreement to the same restrictions contained herein. Contractor agrees to protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event less than reasonable means. Contractor agrees to notify FIT of any unauthorized use or disclosure of Confidential Information immediately upon receipt of notice of such disclosure, and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof. Without limiting the generality of the preceding provisions of this Section 15, Contractor shall use best efforts to insure that its personnel shall keep confidential the terms of this Agreement and all FIT information learned or obtained as a result of or in the course of, or incident to the performance of security services hereunder, which information shall not be disclosed to third parties except upon prior written consent of FIT in each instance. These requirements apply to any agents Contractor uses in the performance of the Services and it is Contractor's responsibility to assure that all such agents comply with all such requirements. Contractor shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action or inaction of Contractor personnel, or where disclosure is required by law, providing Contractor shall notify FIT of any such legal requirement to disclose Confidential Information in a time and manner that will provide FIT with the ability to make such legal objections as it deems necessary. In all cases Contractor agrees to be bound by FIT's privacy and data breach policies, as such may be amended from time to time, including immediate notification to FIT of any breach, or suspected breach, where FIT's Confidential Information has, or may have been, disclosed to any unauthorized parties, whether through Contractor or any of its agents, and whether such breach is directly of FIT's Confidential Information, or related data or systems that may put FIT's Confidential Information at risk. The terms of this Section 15 shall survive the expiration or termination of this Agreement.

16. **Assignment**

Contractor shall not assign its duties hereunder without the prior written consent of FIT.

17. **Binding Effect and Subcontracting**

This Agreement shall be binding upon the parties hereto and upon their respective heirs, successors, and assigns. Contractor shall not be allowed to subcontract, all, or any portion, of the Services contemplated in this Agreement without the express written consent of FIT. Should such written consent be provided, Contractor agrees subcontracts any part of the Services, Contractor agrees to bind

every Subcontractor to the terms of this Agreement as far as such terms may be applicable to Subcontractors work, including, without limitation, all indemnification, and warranty requirements and shall be fully responsible to FIT for all acts and omissions of its subcontractor(s) and of any persons or entities either directly or indirectly employed or engaged by it in relation to this Agreement. Nothing contained in this Agreement shall create any contractual relations between any Subcontractor and FIT.

18. **Compliance with Laws**

Contractor warrants that the Services shall be accomplished in compliance with all applicable Federal, State and local laws, ordinances, rules, regulations and codes, as well as all relevant FIT policies and procedures, and Contractor and its employees, and agents shall obtain and maintain in full force and effect, all necessary permits, licenses, and authorizations required by governmental and quasi-governmental agencies. Contractor shall advise FIT of any permits and licenses required to be obtained in FIT's own name for the Services to be provided hereunder, and shall cooperate with FIT in obtaining the same.

19. **Indemnification**

- (a) Contractor agrees to defend, indemnify, and hold harmless FIT, its successors and assigns, and their respective trustees, officers, employees, and agents (the "Indemnified Parties") to the fullest extent permitted by law, including, but not limited to, any all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitee shall be designated as a party thereto), which may be suffered by imposed on, incurred by, or asserted against FIT ("Claims"), in any manner resulting from, connected with, in respect of, relating to, or arising out of, this Agreement as a result of, Contractor's Services or performance or non-performance of this Agreement. Such indemnification specifically includes, but is not limited to, Claims that may be asserted by any person(s) for loss, damage, death, injury, sexual harassment, or molestation, false arrest, detention or imprisonment, violation of civil rights, invasion of privacy, wrongful entry, libel or slander, or employment actions; or, where applicable, infringement of any third-party intellectual property rights, including, but not limited to, those of copyright; or, where applicable, unauthorized release of or failure to protect confidential information of all types, including, but not limited to, personally identifiable information (PII) or electronic protected health information to the extent caused by the acts or omissions of Contractor hereunder.
- (b) FIT agrees to defend, indemnify, and hold harmless Contractor, its successors and assigns, and their respective trustees, officers, employees, and agents from that

portion of any Claims asserted by a third party against Contractor arising out of incidents or occurrences taking place or arising at any of FIT's campuses or buildings to the extent caused by willful misconduct of FIT.

20. **Cooperation**

The parties agree to cooperate with each other in connection with any internal investigations by FIT or Contractor of possible violation of their respective policies and procedures and any third party litigation, except that FIT shall not be required to have any contact with any union or labor representatives of Contractor's employees or participate in any Union grievance, arbitration, labor hearing, or other proceedings relative to Contractor's employees except as a fact witness.

21. **Insurance**

Contractor shall at all times during the term of this Agreement carry, and require its subcontractors to carry, all types and limits of insurance that Contractor normally carries, but in no event less than at least the following types and amounts of insurance:

- Workers Compensation insurance on all employees, whether paid or volunteer, as may be required by applicable state law;
- Commercial General Liability with limits of not less than \$5,000,000 each occurrence, \$1 million products and completed operations aggregate, and \$10 million general aggregate. Such insurance shall include, but are not limited to coverage for claims arising from all activities and Services to be performed by Contractor;
- Umbrella Liability insurance with limits of not less than \$10 million each occurrence and aggregate;
- If Contractor vehicles shall be used in the performance of the Services, Commercial Automobile Liability insurance with limits of not less than \$5,000,000 each occurrence, \$10,000,000 aggregate covering all owned and non-owned vehicles;
- Security Service Professional Liability insurance with limits of not less than \$5 million each claim and \$15 million annual aggregate (which coverage may be part of the CGL policy);
- Employee Fidelity/Commercial Crime insurance with limits of not less than \$5 million each occurrence, \$10 million aggregate covering all Contractor employees assigned to FIT facilities.

Such policies of insurance shall be maintained with insurance companies authorized to do business in the State of New York and provide that they may not be canceled or materially changed except upon 30 days' prior written notice to FIT. FIT shall be included as additional insured to the extent of Contractor's performance of the Services and up to the required insurance coverage amount on

Contractor's Commercial General Liability, Umbrella Liability and Professional Liability insurance policies using ISO Additional Insured Endorsement CG 20 26 04 13 or its equivalent. The minimum limits of any insurance listed in this section shall not be construed to limit the amount of coverage required from Contractor or available to FIT as additional insured under Contractor's insurance policies. It is also the intent of both parties that Contractor's insurance be primary and non-contributory coverage for FIT as additional insured such that no other insurance or self-insured retention carried or held by or available to FIT shall be called upon to contribute to a loss covered by Contractor's insurance policies. Contractor's Commercial General Liability, Umbrella Liability and Professional Liability insurance policies shall be endorsed with ISO Primary and Noncontributory – Other Insurance Condition Endorsement CG 20 01 4 13 or its equivalent. Contractor shall, at the time of the execution of this Agreement, furnish FIT with a certificate of insurance evidencing such coverage. Contractor shall be solely responsible for bearing the full cost of any and all deductibles and/or self-insured retentions under its insurance policies. The insurance required pursuant to this Section 22 shall not be deemed to limit Contractor's obligations to indemnify FIT under this Agreement.

22. **Force Majeure**

Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable, nor shall any credit or other remedy be extended, for such party's failure, in whole or in part, to fulfill its obligations under this Agreement where such failure arises from or in connection with causes reasonably beyond such party's control, including, but not limited to, acts of God, war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party (each a "Force Majeure Event").

This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance.

23. Governing Law and Jurisdiction

Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of New York, without regard to any choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the Borough of Manhattan, City of New York.

24. Notices

All notices or communications required or permitted under this Agreement or by law shall, unless otherwise provided in this Agreement, be in writing, shall be personally delivered or sent by reputable overnight courier (such as FedEx), with a copy sent via e-mail, addressed to the parties as set forth below. Each notice, demand, request or other communication shall be deemed given one (1) business day after deposit with an overnight delivery service as afore described or on the date of delivery if sent by messenger against receipt. Notices sent by electronic mail shall be deemed delivered three (3) business days after a copy of the same is mailed by use of the United States Postal Service. Any notice that is refused or returned as undeliverable when properly addressed shall be deemed received in accordance with the previous sentence. Notice of change of address shall be given in written notice in the manner detailed in this Section 24.

All notices to FIT in connection with this Agreement shall be sent to:

Mario Cabrera
(Mario_Cabrera@fitnyc.edu)
Director of Public Safety
Fashion Institute of Technology
227 West 27th Street
New York, NY 10001

with simultaneous copies (which copies do not constitute notice) to:

Sherry F. Brabham
(Sherry_Brabham@fitnyc.edu)
Treasurer and Vice President for Finance and Administration
Fashion Institute of Technology
227 West 27th Street
New York, NY 10001

and

Stephen Tuttle
(Stephen_Tuttle@fitnyc.edu)
General Counsel and Secretary
Office of the General Counsel and Secretary of the College Fashion Institute of
Technology
227 West 27th Street
New York, NY 10001

All notices to Contractor in connection with this Agreement shall be sent to:

Xxxxxx

25. **Entire Agreement**

This Agreement, together with any exhibits or addenda annexed hereto, is the sole, complete, and exclusive expression of the parties' intent with respect to the subject matter hereof. Notwithstanding the foregoing, in the event of any conflict or discrepancy between the terms and conditions of this Agreement and those of any exhibit, rider, or addendum hereto, the terms of this Agreement shall control. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.

26. **Severability**

If a court holds any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect and the parties shall amend this Agreement to give effect to the stricken clause to the maximum extent possible.

27. **No Waiver**

Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such right(s) or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.

28. **Non-Assignability**: Neither party shall assign, transfer, or subcontract this Agreement or any of its rights or obligations hereunder without express, prior written consent of the other Party.

TO BE SIGNED ONLY UPON AWARD OF CONTRACT

TITLE: RFP #C1494 – CAMPUS-WIDE SECURITY GUARD SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Contract: The amount of this Contract is _____ Dollars (\$ _____).

FOR CONSULTANT:

Signature

Print Name and Title

ACKNOWLEDGEMENT OF PERSON EXECUTING FOR CONSULTANT

State of New York

County of _____) SS:

On this day of _____ 202_, before me personally came _____
_____ to me known, who being by me duly sworn did depose and say that s/he resides at _____
_____ ; that s/he is the _____

of _____, the corporation described in and which executed the above instrument; and that s/he signed her/his name thereto by order of the Board of Directors of said corporation.

Notary Public

**FASHION INSTITUTE OF TECHNOLOGY:
F.I.T. Student Housing Corp**

Sherry F. Brabham, Treasurer & VP for Finance

Date

Addendum A: Bill Rates

FOR REFERENCE ONLY

Addendum B: Post Coverage

Post Coverage Chart

All Post assignments are subject to change at discretion of the FIT Director of Public Safety and FIT Public Safety Supervisory Staff

Days

Post Coverage- Requirements			
Positions	Shift	Weekday	Weekend
27th Street Gate	Days	1	0
333 13th Floor	Days	1	0
333 16th Floor	Days	1	1
A/B Key Unit	Days	1	1
Bus. & Liberal Lobby	Days	1	1
C,D,E Key Unit	Days	1	1
Campus shuttle	Days	1	1
Dubinsky Center Lobby	Days	1	1
Feldman 24 hr desk	Days	1	1
Feldman Assist	Days	1	1
Feldman Assist	Days	1	1
Goodman Lobby	Days	1	1
Great Hall Desk	Days	1	1
Library Patrol	Days	1	1
Meal Relieve	Days	1	1
Pomerantz Lobby	Days	1	1
Receiving C Rear	Days	1	0
Street Patrol- 27th/8th	Days	1	1
Street Patrol- as directed	Days	1	1
Street Patrol- as directed	Days	1	1
Street Patrol- as directed	Days	1	1
Alumni Hall Desk	Days	1	1
Co Ed Hall Desk	Days	1	1
Kaufman Hall- K1	Days	1	1
Kaufman Hall- K2	Days	1	1
Kaufman Hall- K3	Days	1	1
Kaufman Hall- K4	Days	1	1
Nagler Hall Desk	Days	1	1

Evenings

Post Coverage- Requirements			
Positions	Shift	Weekday	Weekend
27th Street Gate	Eve	1	0
333 16th Floor	Eve	1	1
A/B Key Unit	Eve	1	1
Bus. & Liberal Lobby	Eve	1	1
C,D,E Key Unit	Eve	1	1
C9 Reception	Eve	1	0
Campus shuttle	Eve	1	1
Dubinsky Center Lobby	Eve	1	1
Feldman 24 hr desk	Eve	1	1
Feldman Assist	Eve	1	1
Feldman Assist	Eve	1	1
Goodman Lobby	Eve	1	1
Great Hall Desk	Eve	1	0
Library Patrol	Eve	1	0
Meal Relief	Eve	2	1
Pomerantz Lobby	Eve	1	1
Street Patrol- 27th/8th	Eve	1	1
Street Patrol- as directed	Eve	1	1
Street Patrol- as directed	Eve	1	1
Street Patrol- as directed	Eve	1	1
Alumni Hall Desk	Eve	1	1
Co Ed Hall Desk	Eve	1	1
Kaufman Hall- K1	Eve	1	1
Kaufman Hall- K2	Eve	1	1
Kaufman Hall- K3	Eve	1	1
Kaufman Hall- K4	Eve	1	1
Nagler Hall Desk	Eve	1	1

Overnight

Post Coverage- Requirements			
Positions	Shift	Weekday	Weekend
333 16th Floor	Overnight	1	1
A/B Breezeway Area	Overnight	1	1
Campus shuttle	Overnight	1	1
Campus Wide Key Unit	Overnight	1	1
Feldman 24 hr desk	Overnight	1	1
Goodman Lobby	Overnight	1	1
Pomerantz Lobby	Overnight	1	1
Street Patrol 27th 7th	Overnight	1	1
Street Patrol- 27th/8th	Overnight	1	1
Street Patrol- as directed	Overnight	1	1
Street Patrol- as directed	Overnight	1	1
Street Patrol- as directed	Overnight	1	1
Alumni Hall Desk	Overnight	1	1
Co Ed Hall Desk	Overnight	1	1
Kaufman Hall- K1	Overnight	1	1
Kaufman Hall- K2	Overnight	1	1
Kaufman Hall- K3	Overnight	1	1
Kaufman Hall- K4	Overnight	1	1
Nagler Hall Desk	Overnight	1	1

Post Coverage- Requirements			
Positions	Shift	Weekday	Weekend
Lead Officer	Special	2	0
Museum	Special	6	6
Dispatcher Coverage	Special	Upon Request	
Acting Sgt Coverage	Special	Upon Request	

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REGISTRAR'S OFFICE **FALL 2021** ACADEMIC CALENDAR - ACADEMIC YEAR 2021 - 2022

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8/23 Fall Convocation	8/24 -----	8/25 -----	8/26 -----	8/27 -----	8/28 -----	8/29 -----
8/30 First day of Fall semester	8/31	9/1	9/2	9/3	9/4	9/5
9/6 Labor Day- College closed	9/7 Rosh Hashanah- College closed	9/8 Rosh Hashanah- College closed	9/9	9/10	9/11	9/12
9/13	9/14	9/15 Yom Kippur- classes suspend at 4pm	9/16 Yom Kippur - College closed	9/17	9/18	9/19
9/20	9/21	9/22	9/23	9/24	9/25	9/26
9/27	9/28	9/29	9/30	10/1	10/2	10/3
10/4	10/5	10/6	10/7	10/8	10/9	10/10
10/11	10/12	10/13	10/14	10/15	10/16	10/17
10/18	10/19	10/20	10/21	10/22	10/23	10/24
10/25	10/26	10/27	10/28	10/29	10/30	10/31
11/1	11/2	11/3	11/4	11/5	11/6	11/7
11/8	11/9	11/10	11/11	11/12	11/13	11/14
11/15	11/16	11/17	11/18	11/19	11/20	11/21
11/22	11/23	11/24	11/25 Thanksgiving Break- College closed	11/26 Thanksgiving Break- College closed	11/27 Thanksgiving Break- College closed	11/28 Thanksgiving Break- College closed
11/29	11/30	12/1	12/2	12/3	12/4	12/5
12/6	12/7	12/8	12/9	12/10	12/11	12/12
12/13 Last day for ALL Monday classes	12/14 Last day for ALL Tuesday classes	12/15 Last day for Wednesday <i>day</i> classes	12/16	12/17 Last day for ALL Friday classes	12/18 Last day for ALL Saturday classes	12/19 Last day for ALL Sunday classes
12/20 Emergency Make Up Day	12/21 <i>Thursday</i> classes meet - Last day for ALL Thursday classes	12/22 <i>Wednesday</i> evening classes meet Official last day of Fall term	12/23 -----	12/24 -----	12/25 -----	12/26 -----
12/27 -----	12/28 -----	12/29 -----	12/30 -----	12/31-----	1/1-----	1/2-----

REGISTRAR'S OFFICE WINTER 2022 ACADEMIC CALENDAR - ACADEMIC YEAR 2021 - 2022

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
-----	-----	-----	-----	-----	1/1	1/2
1/3 First day of Winter term	1/4	1/5	1/6	1/7	1/8	1/9
1/10	1/11	1/12	1/13	1/14	1/15	1/16
1/17 MLK Jr. Day- College closed	1/18	1/19 Last day of Winter term	1/20 -----	1/21 -----	1/22	1/23
1/24 ----- 1/31	1/25 -----	1/26 -----	1/27 -----	1/28 -----	1/29	1/30

REFERENCE ONLY

REGISTRAR'S OFFICE **SPRING 2022** ACADEMIC CALENDAR - ACADEMIC YEAR 2021 – 2022

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1/17 MLK Jr. Day- College closed	1/18	1/19 New Student Orientation	1/20 Spring Convocation	1/21	1/22	1/23
1/24	1/25	1/26	1/27	1/28	1/29	1/30
1/31* First day of Spring term	2/1	2/2	2/3	2/4	2/5	2/6
2/7	2/8	2/9	2/10	2/11	2/12	2/13
2/14	2/15	2/16	2/17	2/18	2/19	2/20
2/21 President's Day - College closed	2/22	2/23	2/24	2/25	2/26	2/27
2/28	3/1	3/2	3/3	3/4	3/5	3/6
3/7	3/8	3/9	3/10	3/11	3/12	3/13
3/14	3/15	3/16	3/17	3/18	3/19	3/20
3/21	3/22	3/23	3/24	3/25	3/26	3/27
3/28	3/29	3/30	3/31	4/1	4/2	4/3
4/4	4/5	4/6	4/7	4/8	4/9	4/10
4/11 Spring Recess- No classes	4/12 Spring Recess- No classes	4/13 Spring Recess- No classes	4/14 Spring Recess- No classes	4/15 Good Friday - College closed	4/16 Spring Recess- No classes	4/17 Spring Recess- No classes
4/18	4/19	4/20	4/21	4/22	4/23	4/24
4/25	4/26	4/27	4/28	4/29	4/30	5/1
5/2	5/3	5/4	5/5	5/6	5/7	5/8
5/9	5/10	5/11	5/12	5/13	5/14	5/15
5/16	5/17 * Last day for ALL Tuesday classes	5/18* Last day for ALL Wednesday classes	5/19* Last day for ALL Thursday classes	5/20* Last day for ALL Friday classes	5/21* Last day for ALL Saturday classes	5/22* Last Day for ALL Sunday classes
5/23* Official last day of Spring term	5/24 Commencement	5/25* Summer 1 begins	5/26	5/27 -----	5/28 -----	5/29 -----

REGISTRAR'S OFFICE **SUMMER 2022** ACADEMIC CALENDAR - ACADEMIC YEAR 2021 – 2022

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
5/23* Official last day of Spring term	5/24 Commencement	5/25* Summer 1 begins	5/26	5/27	5/28	5/29
5/30 Memorial Day- College Closed	5/31	6/1	6/2	6/3	6/4	6/5
6/6	6/7	6/8	6/9	6/10	6/11	6/12
6/13	6/14	6/15	6/16	6/17	6/18	6/19 Juneteenth
6/20 Juneteenth Observed College closed	6/21	6/22	6/23	6/24	6/25	6/26
6/27	6/28	6/29	6/30* Summer 1 ends	7/1	7/2	7/3
7/4 Independence Day - College Closed	7/5 Summer 2 begins	7/6	7/7	7/8	7/9	7/10
7/11	7/12	7/13	7/14	7/15	7/16	7/17
7/18	7/19	7/20	7/21	7/22	7/23	7/24
7/25	7/26	7/27	7/28	7/29	7/30	7/31
8/1 Summer 2 ends	8/2	8/3	8/4	8/5	8/6	8/7

* Dates changed on 1/11/22 due to delayed opening for Spring 2022 and Summer 1 2022.

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Kathy Hochul, Governor

Roberta Reardon, Commissioner

Fashion Institute of Technolog
 Candida Poinsette, Purchasing Agent
 227 West 27th Street
 New York NY 10001

Schedule Year 2021 through 2022
 Date Requested 01/20/2022
 PRC# 2022900051

Location College Staffed Buildings
 Project ID# RFP C1494
 Occupation Type(s) Guards, Watchmen

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2021 through June 2022. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
 W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us. www.labor.ny.gov.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, canceled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYS DOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYS DOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYS DOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYS DOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Fashion Institute of Technolog
Candida Poinsette, Purchasing Agent
227 West 27th Street
New York NY 10001

Schedule Year 2021 through 2022
Date Requested 01/20/2022
PRC# 2022900051

Location College Staffed Buildings
Project ID# RFP C1494
Occupation Type(s) Guards, Watchmen

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

New York County Article 9

Guards, Watchmen **01/01/2022**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 10

ENTIRE COUNTIES
 Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2021	07/01/2022	04/01/2023
Security Guard (Armed)	\$ 30.35	\$ 30.75	\$ 31.15
Security Guard (Unarmed)			
0 to 36 months	\$ 16.02	\$ 16.36	\$ 16.70
36 months or more	18.85	19.25	19.65

Employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

NOTE: Employment shall be defined as an Employee's length of service with the Employer or at the Facility, whichever is greater.

This is required in addition to the wage above:

Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

	07/01/2021	01/1/2022	01/01/2023
	\$ 6.36	\$ 6.71	\$ 7.03
Additional			
After 120 days	.11	.11	.11
Additionally			
After 2 years	.44	.44	.44

VACATION:

Months on payroll - Vacation with Pay

6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

Plus one personal day per year.

SICK LEAVE:

1st (1) year of employment employees will accumulate one (1) hour for every thirty (30) hours worked to a maximum of forty (40) hours.

120 days of employment employees will accumulate 5 paid sick days

36 months or more of employment employees will accumulate six (6) paid sick days

All unused sick time will be paid out at the end of the calendar year.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

If, pursuant to U.S. Centers for Disease Control and Prevention, NYS Department of Health, and/or NYC Department of Health and Mental Hygiene guidelines, an Employer directs an employee or employees to self-quarantine or self-isolate because of a worksite exposure to COVID-19, such employee will be paid two (2) weeks of paid leave without reduction of any such affected employee's existing paid leave entitlements.

OVERTIME PAY

A guard who works a holiday is paid the regular rate plus receives the paid holiday.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

HOLIDAY

Paid: See (5, 6, 25, 26) on HOLIDAY PAGE

NOTE:

- 1) Paid Holidays - apply after one year.
- 2) Employee must work their last regularly scheduled day before and next regularly scheduled day after.

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Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth



**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240**

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: _____

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date: _____

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone: () _____

Fax: () _____

E-Mail: _____

2. NY State Units (see Item 5)

01 DOT

02 OGS

03 Dormitory Authority

04 State University
Construction Fund

05 Mental Hygiene
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO check if new or change)
Name and complete address:

Telephone:() _____

Fax: () _____

E-Mail: _____

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE : _____

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT : _____

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

1. New Building

2. Addition to Existing Structure

3. Heavy and Highway Construction (New and Repair)

4. New Sewer or Waterline

5. Other New Construction (Explain)

6. Other Reconstruction, Maintenance, Repair or Alteration

7. Demolition

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

Construction (Building, Heavy
Highway/Sewer/Water)

Tunnel

Residential

Landscape Maintenance

Elevator maintenance

Exterminators, Fumigators

Fire Safety Director, NYC Only

Guards, Watchmen

Janitors, Porters, Cleaners,
Elevator Operators

Moving furniture and
equipment

Trash and refuse removal

Window cleaners

Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES NO

10. Name and Title of Requester _____

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		DENNIS DAN OGBEIDE		P.O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****5067	DENOG PROTECTIVE SECURITY SERVICES INC		P. O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		9.35 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026